

Massachusetts Bay Transportation Authority Standard Contract

CONTRACTOR LEGAL NAME: (and d/b/a): BBR Verkehrstechnik GmbH		Massachusetts Bay Transportation Authority (MBTA)	
Legal Address: (W-9, W-4,T&C): Pillaustr. 1e Germany 38126 Braunschweig		10 Park Plaza Boston, MA 02116	
Contract Manager: Christoph Bretschneider		Billing Address (if different): invoices@mbta.com	
E-Mail: Christoph.bretschneider@bbr.net		Contract Manager: Svetlin Strahilov	
Phone: +49 16098980486	Fax: +49 531 27300999	Email: SStrahilov@mbta.com	
Contractor Vendor Code:		Phone: 617-222-4635	
Vendor Code Address ID (e.g. "AD001"): AD		RFR/RFP/IFB/Procurement or Other ID Number: RFP 24-16 Green Line Train Protection System "GLTPS"	
(Note: The Address Id Must be set up for <u>EFT</u> payments.)			

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☒ **MBTA Procurement** Attach RFR/RFP/IFB and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification, scope and budget)

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: _____, 20__.

Enter Amendment Amount: \$_____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- ☐ **Amendment to Scope or Budget** (Attach updated scope and budget)
- ☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- ☐ **Contract Employee** (Attach any updates to scope or budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The MBTA Terms and Conditions (T&C) under Section 7.1 has been executed, and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The MBTA certifies that payments for authorized performance accepted in accordance with the terms of this Contract must identify a PPD as follows: Payment issued within 10 days 0% PPD; Payment issued within 15 days 0% PPD; Payment issued within 20 days 0% PPD; Payment issued within 30 days 0% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended) \$82,660,002.00

PROMPT PAYMENT DISCOUNTS (PPD): MBTA payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days 0% PPD; Payment issued within 15 days 0% PPD; Payment issued within 20 days 0% PPD; Payment issued within 30 days 0% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
RFP 24-16 Green Line Train Protection System "GLTPS" – provide radio frequency based, stand-alone, non-vital overlay system with the primary functions of stopping Green Line vehicles before they pass a red signal and prevent train to train collisions on tracks used for passenger service.

ANTICIPATED START DATE: (Complete ONE option only) MBTA and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- ☒ 1. May be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
- ☐ 2. May be incurred as of _____, 20__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- ☐ 3. were incurred as of _____, 20__, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the MBTA from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of January 31, 2034, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the MBTA, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable MBTA Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR), Request for Proposal (RFP), Invitation for Bid (IFB) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR/RFP/IFB and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR/RFP/IFB or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 5.12.2019
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Christoph Bretschneider

Print Title: CEO

AUTHORIZING SIGNATURE FOR THE MBTA:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____